

**UNITED STATES DISTRICT COURT
FOR SOUTHERN DISTRICT OF FLORIDA**

BOOM LANKA BATHIK & GIFTS, LLC; and
SURDARMA WARNAKULASOORIYA

Plaintiffs,

vs.

Case No. 1:24-cv-23151-JB

SCANWELL LOGISTICS (MIA), INC.;
SCANWELL LOGISTICS COLOMBO
(PVT) LTD.; and ALPHA BROKERS
CORPORATION

Defendants.

DECLARATION OF SURDARMA WARNAKULASOORIYA

Surdarma Warnakulasooriya declares under penalty of perjury that:

1. I am currently over the age of 21 years and am otherwise sui juris.
2. I am the President of the Plaintiff, BOOM LANKA BATHIK & GIFTS, LLC (hereinafter “Boom Lanka”), in this action.
3. In my capacity as President, I have access to the books and records of Boom Lanka which are kept in the ordinary course of business relating to all business dealings with the defendants, Scanwell Logistics (MIA), Inc. (hereinafter “Scanwell Miami”) and SCANWELL Logistics Colombo (Pvt) Ltd. (hereinafter “Scanwell Colombo”; and collectively with Scanwell Miami, “Scanwell”).
4. The books and records of Boom Lanka are kept in the ordinary course of business and consist of documentation utilized by Boom Lan.
5. Upon review of such books and records, and based upon my personal knowledge, I am thoroughly familiar with the business relationship between Boom Lanka and Scanwell.

6. I am responsible for all financial transactions related to Boom Lanka's business; I am fully familiar with Boom Lanka's relationship with Scanwell and have personal knowledge of all of the facts relating to this lawsuit.

7. All matters stated by me in this Declaration are based upon my personal knowledge, unless stated to be based upon my opinion, arrived at through a review of the documentation presented.

8. This Declaration is submitted in Response to the Declaration of Ryan Fung submitted by Scanwell Miami in support of its Response to Plaintiff's Motion for Remand and in support of its Reply to its own Motion to Dismiss. This Declaration is also submitted in support of plaintiffs' Motion for Remand and its Reply Memorandum.

9. Neither I nor any employee of Boom Lanka ever communicated with Ryan Fung.

10. Based upon my personal knowledge, as well as my review of the books and records of Boom Lanka, I state clearly that the document which Ryan Fung attaches to his Declaration as Exhibit "A" was never received by either myself or any employee of Boom Lanka.

11. The only bill of lading I received from Scanwell was sent to me via WhatsApp on December 6, 2021. This bill of lading – in its entirety, and exactly as it was received from Scanwell – was attached to the Complaint as Exhibit "B".

12. Attached hereto as Composite Exhibit "A" are true and correct copies of my WhatsApp conversation with Yajeewa Witharanage, of Scanwell Colombo. The attached bill of lading is clearly noted to contain only 2 pages and is included in the Composite Exhibit.

13. The third page of Scanwell's Exhibit "A" (as referenced in the Declaration of Ryan Fung) was never received by me or any employee of Boom Lanka.

14. Further, I never received the email contained on the first page of Scanwell's Exhibit "D", despite Ryan Fung's sworn statement to the contrary.

15. It is noted that said email is not dated. It is further noted that the email address "dotdigitalsl@gmail.com" is a personal email address of Priyankarage Chaminda Manjula Kumara ("Manjula"). Notably, upon information and belief, Manjula is also now an employee of the very same Sri Lankan Minister, who ordered my arrest – and is the father-in law of Scanwell Colombo's Vice President, Yajeewa Witharanage.

16. Boom Lanka was never advised that the subject shipment could not fit into a 20 foot container; nor that same was removed from said container and placed into a 40 foot container.

17. Neither any employee, agent, nor I of Boom Lanka "approved" the ocean bill of lading on December 2, 2021, as Ryan Fung sets forth in paragraph 13 of his sworn Declaration. To be clear, no bill of lading at all was received on December 2, 2021. Further, no bill of lading was ever approved.

18. To be clear, at no time did plaintiffs ever receive the bill of lading which Ryan Fung and Scanwell claim were sent. To be clear, at no time was the third page or any terms and conditions of any bill of lading received from Scanwell.

19. At no time prior to the shipment did plaintiffs have any knowledge of a company named "Scanwell Container Line".

20. At all times, it was understood that Scanwell Colombo would arrange for the transportation of the shipment via ocean carrier to the Port in Miami.

21. The ocean carrier was specifically identified by Scanwell Colombo as "CMA CGM" and on December 4, 2021, Scanwell Colombo sent a link to CMA CGM's website so the

shipment could be tracked. Attached hereto as Exhibit “B” is a true and correct copy of my WhatsApp conversation with Yajeewa Witharanage of Scanwell Colombo on December 4, 2021.

22. At all times, I was made to believe that Scanwell Miami would act as agent for Scanwell Colombo in order to clear the shipment through U.S. Customs.

23. Ryan Fung declares, at paragraph 17 that “After the Laksala Goods were loaded onto the vessel, Scanwell Colombo discovered that Plaintiffs did not have the necessary licenses and approvals to import the Laksala Goods into the United States despite assurances from Plaintiffs otherwise.” This is absolutely false. First, Mr. Fung was never a party to any discussions plaintiffs had with Scanwell with respect to the licenses or importation of the shipment. Second, Scanwell only notified plaintiffs as to any issue with U.S. Customs after the shipment had been held. Third, the reason why the shipment was held by U.S. Customs had nothing to do with any license – rather, it was the direct result of the incorrect shipping codes entered by Alpha Brokers (the entity hired by Scanwell to clear the shipment through U.S. Customs).

24. Attached hereto as Exhibit “C” is a true and correct copy of email communication between myself and Scanwell Miami which took place on April 14 and 15, 2022. In this email, not only does Scanwell Miami identify that the delays with respect to Customs clearance was due to the improper classification code entered by Alpha Brokers, but that Scanwell Colombo would actually take care of the demurrage and warehouse charges. Yet, Mr. Fung states in his sworn Declaration that the reason the shipment was not released was due to plaintiff’s failure to pay the demurrage charges.

25. Further, as is made clear by the price quotation from Scanwell (attached as Exhibit “B” to Mr. Fung’s Declaration), it was Scanwell’s responsibility to obtain all government approvals.

26. At all times – as reflected in the price quotation which formed the Agreement between the parties, Scanwell was retained to arrange for the transportation of the shipment by ocean carrier (in this case CMA CGM) only to the Port of Miami. Upon arrival at the Port of Miami, Scanwell Miami was to clear the shipment through U.S. Customs, utilizing their retained customs broker, Alpha Brokers.

FURTHER DECLARANT SAYETH NAUGHT

Under penalties of perjury, I declare that I have read the foregoing Declaration and the attached Statement of Account and that the facts stated in the documents are true.

Dated: 10/23/2024



Surdarma Warnakulasooriya

COMPOSITE EXHIBIT “A”

8:46

5G%

< 17



Yajeeiwa



Dec 5, 2021

Good Morning Nilu,
How is uncle now?
Vessel has sailed this morning 3.30am
as planed 🙏

10:14 PM

Dec 6, 2021

🚫 You deleted this message. 1:48 AM

for the B/L (Bill of Lading) copy

1:48 AM ✓✓



Missed voice call at 2:15 AM

SCANWELL CONTAINER LINE LTD as the Carrier

INTERNATIONAL BILL OF LADING
NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

SHIPPER
SRI LANKA HANDICRAFTS BOARD
60 LAKSALA BLDG YORK ST COL. 01
TSO-T. VAT
DDC RMU ORDER

BOOKING NO. 21CMBB002600 MBL No.: CMBUCH00238561

EXPORT REFERENCES

CONSIGNEE
BOOM LANKA BATIK & GIFTS
2823 DRIVE MESQUITE
MESQUITE 75150 TEXAS
USA

FORWARDING AGENT-REFERENCES

POINT AND COUNTRY OF ORIGIN



CMBSAC000041 - TLX.pdf

2 pages • 820 KB • pdf

7:32 AM

Hi Nilu, This is the B/L# 7:32 AM

Dec 8, 2021

Hi Good Morning Nilu,
How are you?
How is uncle now?

12:22 AM



8:47

5G

CMBSAC000041 - TLX.pdf

1 of 2

SCANWELL CONTAINER LINE LTD. as the Carrier

INTERNATIONAL BILL OF LADING
NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

SHIPPER SRI LANKA HANDICRAFTS BOARD 60 LAKSALA BLDG YORK ST COL 01 TSO-T.VAT DDC RMU ORDER		BOOKING NO. 21CMBB002600 MBL No.: CMDUCB00238561	
CONSIGNEE BOOM LANKA BATIK & GIFTS 2823 DRIVE MESQUITE MESQUITE 75150 TEXAS USA		EXPORT REFERENCES	
		FORWARDING AGENT-REFERENCES	
NOTIFY PARTY BOOM LANKA BATIK & GIFTS 2823 DRIVE MESQUITE MESQUITE 75150 TEXAS USA		DOMESTIC ROUTING/EXPORT INSTRUCTIONS	
PLACE OF INITIAL RECEIPT*		DELIVERY AGENT SCANWELL LOGISTICS (MIA) INC. 7765 NW 48 ST., SUITE 260, MIAMI, FL 33166, UNITED STATES Tel:+1-305-447-1328 Fax:+1-305-447-1103	
VESSEL-VOYAGE NO. CMA CGM ALEXANDER VON HUMBOLDT	PORT OF LOADING V.OTULLSIMA. COLOMBO, SRI LANKA	MIAMI, FL, US	
PORT OF DISCHARGE SAVANNAH, GA, US	PLACE OF DELIVERY		

THE BELOW PARTICULARS OF THE GOODS ARE FURNISHED BY SHIPPER, AND ARE UNKNOWN TO THE CARRIER				
MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
APHU7095730 /P5417874	291	CARTON(S) /5,670.000 KGS /50.000 CBM / CY/CY	5,670.000-KGS	50.000-CBM
DETAIL AS PER ATTACHED LIST	291 CARTON(S)	SHIPPER'S LOAD, COUNT AND SEALED. SAID TO CONTAIN: DETAIL AS PER ATTACHED LIST TOTAL: TWO HUNDRED NINETY ONE (291) CARTON(S) ONLY.	FREIGHT	PREPAID

NOTICE: For Carriage to or from the United States of America, Clause 2.4 on the reverse side of this Bill of Lading may limit the Carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue of incorporation of the U.S. Carriage of Goods by Sea Act, 46 U.S.C. §30701, unless the Merchant declares a higher cargo value below and pays the Carrier's ad valorem freight charge as per Clause 16.

Declared Cargo Value US\$ _____ If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

Received from the aforementioned shipper, the goods as described by the shipper in apparent external good order and condition unless otherwise indicated herein or hereon to be transported in accordance with all the terms printed, written, typed or stamped in or on the front and back pages of this B/L to which the merchant agrees by accepting this B/L, and local privileges or customs notwithstanding.

FREIGHT PAYABLE AT COLOMBO, SRI LANKA		<div><input checked="" type="checkbox"/> If this box is checked, it means goods have been loaded, stored and counted by Shipper. Carrier has NOT done so and is not responsible for accuracy of the piece count and the cargo condition or nature of goods described above.</div> <div>The receipt, custody, carriage and delivery of the goods are subject to the terms appearing on the face and back pages of this Bill of Lading.</div> <div>One (1) original B/L must be surrendered duly endorsed in exchange for the goods or a delivery order. If, without prior notice, the original B/L has been signed, and if one (1) original B/L is accomplished for the delivery of the goods, issuance of a delivery order or for some other reason, the other shall be void.</div> <div>SCANWELL LOGISTICS COLOMBO (PVT) LTD.</div> <div>DATED AT 06-Dec-2021 BY _____</div> <div>DATED _____ BY _____</div> <div>B/L No. CMBSAC000041 AS AGENT FOR CARRIER SCANWELL CONTAINER LINES LTD.</div> <div>Stamp/Signature of the Carrier or its agent</div> <div>LADEN ON BOARD 06-Dec-2021</div> <div>ON _____</div> <div></div>
FREIGHT AS ARRANGED		
TOTAL		

* APPLICABLE ONLY WHEN USED FOR THROUGH TRANSPORTATION OR MULTIMODAL BILL OF LADING

SEE REVERSE SIDE FOR LIABILITY AND RESPONSIBILITY

The contract evidenced by this Bill of Lading is governed by the laws of the Hong Kong Special Administrative Region. Any claim or dispute must be determined exclusively by the courts in the Hong Kong Special Administrative Region.



Scanwell Logistics Colombo (PVT) Ltd.

No.67/1, Hudson Road, Colombo 3, Sri Lanka
Tel.: +94-11-242-6600 Fax: +94-11-242-6602

ATTACH LIST

House B/L#: CMBSAC000041

8:47



CMBSAC000041 - TLX.pdf

agrees by accepting this B/L, and local privileges or customs notwithstanding.

FREIGHT PAYABLE AT **COLOMBO, SRI LANKA**

2 of 2

SHIPPERS LOAD
STOW & COUNT

	PREPAID	COLLECT
TOTAL		

APPLICABLE ONLY WHEN USED FOR THROUGH TRANSPORTATION OR MULTIMODAL BILL OF LADING

SEE REVERSE SIDE FOR LIABILITY AND RESPONSIBILITY

The contract evidenced by this Bill of Lading is governed by the law of the Hong Kong Special Administrative Region. Any claim or dispute must be determined exclusively by the courts in the Hong Kong Special Administrative Region, unless otherwise agreed.

X

If this box is checked, it means goods have been loaded, stowed and counted by Shipper. Carrier has NFI done so and is not responsible for accuracy of the piece count and the cargo condition or nature of goods described above.

The receipt, custody, ownership and delivery of the goods are subject to the terms appearing on the face and back pages of this Bill of Lading.

One (1) original B/L must be surrendered duly endorsed in exchange for the goods or a delivery order. In witness whereof three (3) original B/Ls have been signed, and if one (1) original B/L is accomplished for the delivery of the goods, issuance of a delivery order or for some other reason, the others shall be void.

DATED AT
06-Dec-2021

DATED BY

B/L No. **CMBSAC000041**

Stamp/Signature of the Carrier or its agent

LADEN ON BOARD 06-Dec-2021

ON

SCANWELL LOGISTICS COLOMBO (PVT) LTD.

AS AGENT FOR CARRIER

SCANWELL CONTAINER LINES LTD.

SCANWELL LOGISTICS COLOMBO (PVT) LTD.

Scanwell Logistics Colombo (PVT) Ltd.

No.67/1, Hudson Road, Colombo 3, Sri Lanka
Tel.: +94-11-242-6600 Fax: +94-11-242-6602

ATTACH LIST

House B/L#: CMBSAC000041

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APHU7095730 /P5417874 /40' HQ /291CARTON(S) /5,670.000 KGS /50.000 CBM / CY/CY

SHIPPER'S LOAD, COUNT AND SEALED.
SAID TO CONTAIN:
"THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS."

291 1X40'HC CONTAINER STC:
CARTON(S)

5,670.000-KGS
50.000-CBM

291 CARTONS OF
FREIGHT PREPAID

WOODEN HANDICRAFTS
COCONUT HANDICRAFTS
GARMENTS
DISPLAY RACKS
WALL HANGERS
CERAMIC ITEMS
KITCHEN WARE

Details as per the Invoice & Packing List

HS CODE: 44219941, 23065020,09024091, 73269090,
63049100, 69149090, 42022900,33074100,
48021000,69149090,

TOTAL: TWO HUNDRED NINETY ONE (291) CARTON(S) ONLY.

SCANWELL LOGISTICS COLOMBO (PVT) LTD.

EXHIBIT “B”

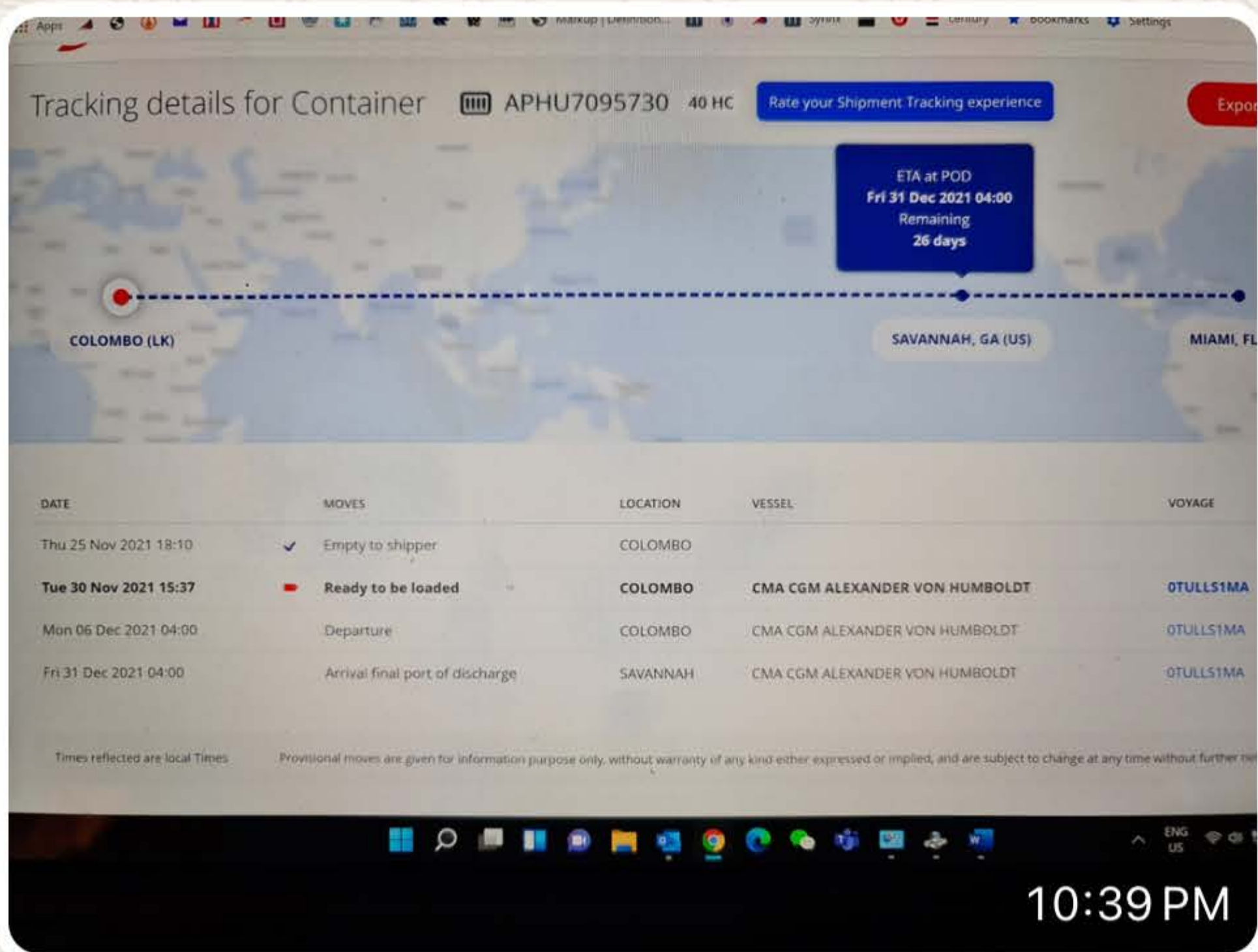
8:46

5G

< 17



Yajeeiwa



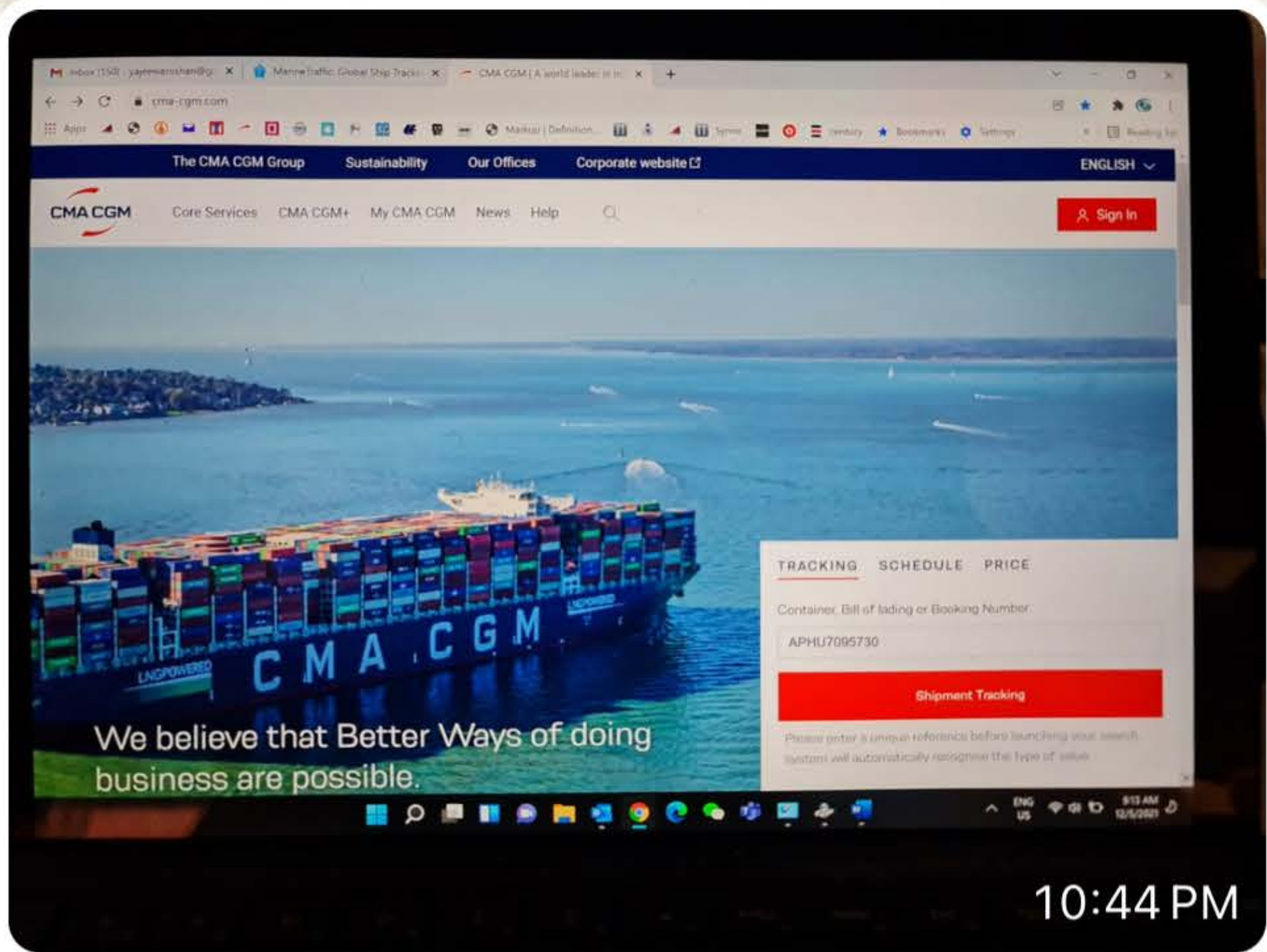
10:39 PM

You can track shipment through website.

10:44 PM

go to website Cma-cgm.com , go to tracking and type container No and track.

10:44 PM



10:44 PM

Dec 5, 2021

Good Morning Nilu,



EXHIBIT “C”

On Thursday, April 14, 2022, 3:22 PM, MIA-NANCY DIAZ <NancyDiaz@scanwell.com> wrote:

Sudarma,

As per our conversations, the delays on customs clearance are due to the classification of the commodity in the container. The broker is trying to get the proper classification/HS code for each item so the customs clearance can be process correctly. Broker is working on getting this done ASAP to avoid any more delays but we don't have an exact date for it to be completed. Like I mention before CMB office confirm to us that they will take care of the demurrage and cfs warehouse charges. Please advise exactly what confirmation do you need in this letter.

Nancy Diaz

Import/ Export Operations

Scanwell Logistics (MIA) Inc.

7765 NW 48TH Street STE# 260, DORAL, FL 33166

305-477-1328 | Fax 305-477-1103

NancyDiaz@scanwell.com | www.scanwell.com

Global Power II Local Feel

Us Custom and Border Protection [CBP] has begun full enforcement of the Importer Security Filing [ISF] requirement on July 09 13.

"On that date, the agency will begin to issue liquidated damages and \$5,000.00 penalty for ISF Violations, such as filing incomplete, inaccurate or late documentation.

For more information, please visit:

http://www.cbp.gov/sp/cgov/trade/cargo_security/carriers/security_filing/.

Send questions to security_filing_general@cbp.dhs.gov.

****All customers/brokers that handles there own ISF Filing, please be sure to contact your shipper/vendors directly. Scanwell will assist as a courtesy to our clients only and we will not have any liability for information of ISF filing if Scanwell is not filing on their behalf.****

From: Sudarma Nilangani [mailto:sudarma76@yahoo.com]

Sent: Thursday, April 14, 2022 3:05 PM

To: MIA-NANCY DIAZ <NancyDiaz@scanwell.com>

Cc: CMB-YAJEEWA ROSHAN <YajeewaRoshan@scanwell.com>; CMB-PRIYAN SEILMAN <PriyanSeilman@scanwell.com>; CMB-HARRY JOACHIM <HarryJoachim@scanwell.com>; NYC-GIOVANNI GOONETILLEKE <GiovanniG@scanwell.com>; CHI-VINCENT LAU <VincentLau@scanwell.com>

Subject: Request the latter!!

Dear Nancy,

Thank you for your reply.

As I have already informed to all of you, I am unable to asses the situation without having the required information of the clearance plan, expected date of clearance, custom payment settlement plan and the reasons for the delays in entire clearance process. Hence, please send me the aforesaid information by a formal letter in Scanwell letterhead enabling me to plan on the way forward. I hereby request you again not to move the container without my consent.

Thank you for your understanding.
Nilu.

[Sent from Yahoo Mail for iPhone](#)